

DSHA CONTRACT NO.: 14133111

An agreement between the Delaware State Housing Authority (DSHA) and Delmarva Broadcasting Company (CONTRACTOR) (this "Contract").

1. Effective Date

Contract will commence on September 9, 2013 and be completed no later than September 8, 2014.

2. Total Cost

Shall not exceed Fifty-four thousand nine hundred and twelve 00/100 (\$54,912.00), the (Total Cost).

3. Purpose of Contract:

Radio/Internet Advertising Campaign to promote DSHA Programs and Partners.

4. Scope of Services

CONTRACTOR shall perform all necessary services as identified in Attachment A.

5. Payment

CONTRACTOR to be reimbursed after submission of detailed invoice of materials supplied and work completed.

6. Written Amendment

Required for any material change in contract. No amendment, modification, or termination of this contract shall be effective unless in writing and duly executed by DSHA. Pursuant to Title 29, Subsection 6904(f), DSHA may extend or change other terms and conditions of the original contract due to changed or unforeseen conditions without a new procurement being required.

7. Termination

For contracts where federal funds are utilized, the termination provisions contained in Attachment C shall prevail over the provisions in Attachment B.

8. Incorporation

This contract incorporates the provisions of Attachment A X, and Attachment B X, and/or the provisions of Attachment C     are incorporated as indicated.

## SCOPE OF SERVICES

In accordance with the specifications identified in the attached proposal and those contained herein, Delmarva Broadcasting Company (DBC) will be responsible for providing radio broadcasting and internet advertising services as identified in the attached proposal in order to promote Delaware State Housing Authority (DSHA), its programs, and partners, and enhance the exposure of (DSHA) to its target audiences in Kent, Sussex, and New Castle Counties.

For the purposes of this contract, Delmarva Broadcasting Company will broadcast advertisements on the following stations: WAFL, WXDE, WYUS, WKTT, WSTW, WDEL

Delmarva Broadcasting Company shall provide the following:

1. A guaranteed number (272) of - 60 second radio broadcast / internet streaming commercials which will run each month on designated stations in accordance with specified scheduling. A total of 3,264 commercial spots will run annually at a cost of \$ 4,756.00 per month. This equals a total investment of \$ 54,912.00.
2. Delmarva Broadcasting Company shall provide DSHA with a share of unsold inventory with commercials to be run during the 3<sup>rd</sup> & 4<sup>th</sup> week of each month.
3. All commercial advertisement spots will be read by on-air personalities from DBC, or produced by DSHA. All spots produced by DBC will need prior approval of DSHA before airing or streaming on any radio or internet radio station.
4. The Recommended Business Page on WAFL, WYUS, and WXDE will be designed by DBC, however will require final approval of DSHA prior to posting.
5. The Banner Advertisement on WSTW and WDEL will be designed by DBC, however will require final approval of DSHA prior to posting.
6. Delmarva Broadcasting Company will provide DSHA with "RepShield" ( Reputation Management Tool ) throughout the term of this contract, in order to measure on-line visibility and provide alerts each time DSHA is reviewed or measured on-line.

This contract may be extended for two (2) additional one (1) year periods under the same terms, conditions, and price. Any proposed changes after the initial contract period must be mutually agreed upon by in advance by both parties.

Delmarva Broadcasting Company will provide DSHA with monthly invoices inclusive of affidavits of performance indicating the topic, time, date, cost and station of each commercial run. All invoices received should clearly identify the particular DSHA campaign each commercial spot is associated with, as payment is based on pre-determined funding sources.



Delaware State Housing Authority

Impact Marketing summary

WAFL: 48 commercials per month - 576 per year

WXDE: 48 commercials per month – 576 per year

WYUS: 48 commercials per month – 576 per year

WKTT: 48 commercials per month – 576 per year

WSTW: 40 commercial per month – 480 per year

WDEL: 40 commercials per month – 480 per year

**Summary:** 272, 60-second commercials per month

3,264 commercials per year

PLUS, share of the unsold inventory

**Investment Summary:** \$4,576.00 per month

\$54,912.00 per year

Kristin Lang-Miller | 302.670.9701 | klang@dbcmedia.com

1666 Blairs Pond Road | Milford, DE 19963 | DE Ph: 302.422.7575 | DE Fx: 302.422.3069

www.delmarvabroadcasting.com

# Outline of Proposal

- Page 2 – Objectives, Radio stations included in proposal, and Amount of listeners Delaware State Housing Authority will reach.
- Page 3 – Demographics and Formats of Radio Stations
- Page 4 – Format of Ads on-air and on-line
- Page 5 & 6 – Schedule of Ads on-air and on-line for WAFL, WXDE, WYUS, and WXDE
- Page 7 & 8 - Schedule of Ads on-air and on-line for WSTW & WDEL
- Page 9 – Summary of Monthly Investment. Broken down by price if you bought each station by itself vs. when you buy them all together.
- Page 10 – Business References
- Page 11 – Business License
- Page 12 – Certificate of Insurance

Kristin Lang-Miller . Phone – 302-670-9701 . Email – [klang@dbcmedia.com](mailto:klang@dbcmedia.com)



DELAWARE BROADCASTING COMPANY



Proposal for Radio Broadcast/Internet Radio Advertising for  
**Delaware State Housing Authority Programs**

*July 1, 2013-June 30, 2014*

Presented to: Christina Hardin – Chief, Community Relations  
Presented by: Kristin Lang-Miller – Senior Media Consultant

DELAWARE STATE HOUSING AUTHORITY | 19000 WILMINGTON, DE 19806 | PH: 302.422.7575 | FX: 302.422.3069



# Objectives for achieving maximum exposure:

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Delmarva Broadcasting will give Delaware State Housing Authority maximum exposure in New Castle, Kent, and Sussex Counties through consistent and frequent advertisements on 6 Radio and Internet Radio stations.

The radio stations that Delaware State Housing Authority will advertise their message on will reach a wide demographic of listeners. The 6 stations will consist of 2 news/talk stations (1 covers New Castle, 1 covers Kent & Sussex), 2 Adult Contemporary stations (1 covers New Castle, 1 covers Kent & Sussex), a Hispanic Station (covers Kent and Sussex Counties) and a Country Station (covers Sussex County).

The amount of listeners that Delaware State Housing Authority will reach each week with the Impact Marketing Program on all stations combined is: 232,800 listeners per week.

# Demographics and Formats

**WSTW 93.7FM** – Adult Contemporary Radio Station. Reaching All of New Castle County and Northern Kent County for 30 years. WSTW targets and delivers active adults between the ages of 18 and 49 years of age.

**WDEL 1150AM** – News/Talk Radio. WDEL reaches all of New Castle and Northern Kent County and has been on the air since 1922. WDEL targets and delivers active adults between the ages of 35 and 64 years of age.

**WAFM 97.7FM** – Eagle 97.7 - Adult Contemporary Radio Station. On the air for over 25 years covering all of Kent and Sussex Counties and reaching adults ages 25-54.

**WYUS 930AM/104.1FM** – La Exitosa – In it's 19<sup>th</sup> year and Delaware's 1<sup>st</sup> all time Hispanic Radio station. La Exitosa reaches all of Kent and Sussex Counties. It targets listeners of all ages, the whole family - Ages 18+.

**WXDE 105.9FM** – Delaware 105.9 News/Talk Radio. Covering Local News for Kent and Sussex County. Delaware news daily at 12noon with Alan Loudell of WDEL. WXDE targets and delivers active adults between the ages of 35 and 64 years of age.

**WKTT 97.5FM** – Cat Country Radio. Cat Country Radio Today's Best Country with a target audience of people ages 25-54 reaching all of Sussex County!

1111 MARKET STREET, DE 19968 | PH: 302.422.7575 | FX: 302.422.3069



DELAWARE BROADCASTING COMPANY

# Format of Ads

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All ads will be 60-seconds in length. The ads will be read by one of the on-air personalities from Delmarva Broadcasting Company or produced by DSHA. If produced by Delmarva Broadcasting Company, it will be approved by DSHA before it airs on any radio station or internet radio station.

The Recommended Business Page on WAFL, WYUS, WXDE, and WKTU will be designed by Delmarva Broadcasting, but approved by DSHA first.

The Banner ad on WSTW and WDEL will be designed by Delmarva Broadcasting Company, but approved by DSHA first.

DELMARVA BROADCASTING COMPANY | PH: 302.422.7575 | FX: 302.422.3069



DELMARVA BROADCASTING COMPANY

# Monthly Investment

Individual Rate      Impact Program Rate

<b>WAFI/Eagle 97.7</b>	<b>\$854.00</b>	<b>\$701.00</b>
<b>WYUS/La Exitosa</b>	<b>\$374.00</b>	<b>\$270.00</b>
<b>WXDE/Del 105.9</b>	<b>\$766.00</b>	<b>\$458.00</b>
<b>WKTT/Cat Country</b>	<b>\$374.00</b>	<b>\$270.00</b>
<b>WSTW/93.7</b>	<b>\$2128.00</b>	<b>\$1772.55</b>
<b>WDEL/1150AM</b>	<b>\$1325.00</b>	<b>\$954.45</b>

Delmarva Broadcasting Central Delaware:      \$1699.00

Delmarva Broadcasting Wilmington:      \$2727.00

RepShield Management:      \$150.00

Total Investment per month:      \$4576.00

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

11500 RD, DE 19963 | PH: 302.422.7575 | FX: 302.422.3069



# **Business References**

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Delaware Department of Justice

Del-One Federal Credit Union

George Sherman Corporation

100 N. MARKET STREET, WILMINGTON, DE 19853 | PH: 302.422.7575 | FX: 302.422.3069



DELAWARE BROADCASTING COMPANY

## Schedule of Ads on-air

**WAFLOWYUS/WXDEWKT :**

On each of the above stations, Delaware State Housing will receive the following as part of the Impact Marketing Program:

- 12 guaranteed 60-second commercials to run the first 2 weeks of each month Monday-Friday from 6am-8pm.
- 12 guaranteed 60-second commercials to run the first 2 weeks of each month Monday-Friday from 5am-12mid.
- **BONUS GUARANTEED:** 24, 60-second commercials to run the first 2 weeks of each month Monday-Sunday 5am-12mid.
- **UNSOLD INVENTORY:** On the 3<sup>rd</sup> and 4<sup>th</sup> week of each month, DSHA will receive a share of the unsold inventory as part of the Impact Marketing Program. Commercials run Monday-Sunday 12am-12am.



DELAWARE BROADCASTING COMPANY

## Internet Component

### **WAFL/WYUS/WXDE/WKTT :**

On each of the above stations, Delaware State Housing will receive the following as part of the Impact Marketing Program:

- 24 guaranteed 60-second internet/streaming commercials to run the first 2 weeks of each month Monday-Friday from 6am-8pm.
- **BONUS GUARANTEED:** 24, 60-second internet/streaming commercials to run the first 2 weeks of each month Monday-Sunday 5am-12mid.
- **UNSOLD INVENTORY:** On the 3<sup>rd</sup> and 4<sup>th</sup> week of each month, DSHA will receive a share of the unsold internet/streaming commercials as part of the Impact Marketing Program. Commercials run Monday-Sunday 12am-12am.
- **RECOMMENDED BUSINESS PAGE:** Banner on Home Page of each website listing DSHA as a Recommended Business. This banner links to the DSHA website.
- **REPUTATION MANAGEMENT:** RepShield is an invaluable tool that measures your online visibility and alerts you every time your business is reviewed or mentioned online.



DELAWARE BROADCASTING COMPANY

## Schedule of ads on-air

**WSTW/WDEL :**

**On each of the above stations, Delaware State Housing will receive the following as part of the Impact Marketing Program:**

- 10 guaranteed 60-second commercials to run the first 2 weeks of each month Monday-Friday from 6am-7pm.
- 10 guaranteed 60-second commercials to run the first 2 weeks of each month Monday-Friday from 5a-12mid.
- **BONUS GUARANTEED:** Minimum 20, 60-second commercials to run the first 2 weeks of each month Monday-Sunday 5am-12mid.
- **UNSOLD INVENTORY:** On the 3<sup>rd</sup> and 4<sup>th</sup> week of each month, DSHA will receive a share of the unsold commercials as part of the Impact Marketing Program. Commercials run Monday-Sunday 12am-12am.



DELAWARE BROADCASTING COMPANY

## Internet Component

### **WSTW/WDEL :**

On each of the above stations, Delaware State Housing will receive the following as part of the Impact Marketing Program:

- 20 guaranteed 60-second internet/streaming commercials to run the first 2 weeks of each month Monday-Friday from 6am-8pm.
- **BONUS GUARANTEED:** 20, 60-second internet/streaming commercials to run the first 2 weeks of each month Monday-Sunday 5am-12mid.
- **UNSOLD INVENTORY:** On the 3<sup>rd</sup> and 4<sup>th</sup> week of each month, DSHA will receive a share of the unsold internet/streaming commercials as part of the Impact Marketing Program. Commercials run Monday-Sunday 12am-12am.
- **BANNER AD:** Banner ad to rotate on all website pages with a link to the DSHA website.



DELAWARE BROADCASTING COMPANY

REQUEST FOR PROPOSALS - RADIO BROADCAST/ INTERNET RADIO ADVERTISING  
FOR DELAWARE STATE HOUSING AUTHORITY PROGRAMS

Delaware State Housing Authority  
18 The Green  
Dover, DE 19901  
(302) 739-4263 • (888) 363-8808  
Contact: Christina Hardin  
Chief, Community Relations  
[Christina@destatehousing.com](mailto:Christina@destatehousing.com)  
[www.DESateHousing.com](http://www.DESateHousing.com)

**INTRODUCTION**

The Delaware State Housing Authority (DSHA) was created in 1968 as a public corporation and became an independent authority in the Executive Department in 1998, with its Director reporting to the Governor as a member of the Cabinet.

The mission of the Delaware State Housing Authority (DSHA) is to efficiently provide, and assist others to provide, quality, affordable housing opportunities and appropriate supportive services to responsible low- and moderate-income Delawareans.

In addition to its role as the State's Housing Finance Agency, DSHA is unique in that it also serves as a Public Housing Authority and acts as a Community Development and Planning Agency. As a Public Housing Authority, DSHA receives funding from HUD to build, own, and operate public housing in Kent and Sussex counties, two of Delaware's three counties. As such, DSHA provides a wide variety of services to a broad scope of consumers.

**PURPOSE**

DSHA is requesting proposal(s) from qualified radio / Internet radio broadcast providers for the purposes of radio / Internet radio advertising or underwriting in order to promote Delaware State Housing Authority, its programs and partners, and to enhance the exposure of DSHA to its target audience of decision makers, as well as traditionally underserved populations, throughout New Castle, Kent, and Sussex Counties.

## **SCOPE OF WORK**

The proposal should outline for the following:

- Objectives for achieving maximum exposure in the capital area to the target audience of employers and business executives.
- Demographics for offerors' delivery area, specifically highlighting its ability to reach potential homebuyers within DSHA's eligibility criteria.
- Format of station(s), specifically highlighting listener demographics, and highlighting news/talk programming.
- Format of ads indicating if ads are read by announcers, traditional :30 and :60 spots, "generously supported by/sponsored by," etc.
- General schedule of when the ads/underwriting will run (morning, evening, weekdays, weekends).
- Unique ideas for appropriate programming or relevant ways to highlight DSHA programs and services for our customers.
- All associated production costs.

The proposal should provide outlines for running air times for a buy of:

- \$1,000
- \$2,500
- \$5,000
- Or any applicable bundle special pricing/rates

Proposals from a broadcasting company that owns multiple stations should include ALL relevant and appropriate stations as a part of one proposal with budget levels serving as a total cost among all stations. The successful proposer(s) will be required to receive approval by the DSHA on all finished products.

## **PERFORMANCE STANDARD**

If selected, the proposer(s) will respond to all concerns and/or issues brought to its attention by DSHA within two (2) business days or less.

The specifications contained in the RFP shall be considered as clear and complete unless written attention is called to any apparent discrepancy or omission thereof before opening of proposals. The Proposer agrees that any estimates as stated in the RFP are only to provide a uniform basis for comparison of proposals and are not represented to be accurate. Such estimates shall not be considered a binding feature of any contract nor in any other way to determine a liability against the Delaware State Housing Authority.

## **SUBCONTRACTING**

Offerors submitting proposals are encouraged to consider subcontracting portions of the engagement to small businesses owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact, and the name of the proposed

subcontracting firms, must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be allowed without consent of the Authority.

## **SUBMISSION OF PROPOSALS**

Each proposal must contain: 1) a complete outline of all items requested and described in the attached Scope of Work, to include proposed costs as requested; 2) three business references for similar projects completed; 3) a description of any work to be subcontracted; 4) signed proposer warranties; and, 5) four copies of the completed proposal.

The proposal must include a description of the vendors' technical qualifications.

Proposals must also include:

- 1) Evidence of a Delaware Business license or evidence of an application to obtain a Delaware business license;
- 2) Evidence of Professional liability insurance coverage in the amount of \$1,000,000.

Proposals must be submitted in a sealed envelope labeled "Proposal for DSHA Radio / Internet Radio Advertising", and must be received at Delaware State Housing Authority, 18 The Green, Dover, DE 19901, no later than 2:00 PM, Wednesday, June 19, 2013. Proposals will be opened and evaluated in private.

Questions concerning proposal submissions, technical, and creative aspects should be directed in writing to Christina Hardin, Chief of Community Relations, via the Community Relations' Marketing forum at [www.destatehousing.com/forum](http://www.destatehousing.com/forum). All questions and written responses will be posted under the same forum and also at <http://www.bids.delaware.gov>.

There is no expressed or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The Authority reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

The proposer certifies by submission of a proposal that it is not a debarred, suspended, or ineligible contractor by any Agency of Federal or State government. (No proposal received from a debarred, suspended, or ineligible contractor will qualify for an award.)

The Delaware State Housing Authority reserves the right to reject any and all proposals, to accept or reject any part of any proposal, or to waive informalities and minor irregularities in the proposals. Proposals which contain erasures, alterations, conditional bids, omissions, or irregularities may be rejected.

### **CRITERIA FOR SELECTION**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the evaluation team to evaluate proposals:

<u>Criteria</u>	<u>Weight</u>
Meets mandatory RFP provisions	pass/fail
1) Methodology expressed to fit needs expressed in the RFP	20
2) Experience and qualifications in public relations & marketing activities	20
3) Adequacy of work plan and schedules	20
4) Cost proposal	20
5) Location and availability of staff for response	20

A maximum of 100 points is possible:

DSHA intends to interview, at its discretion, such vendors as it chooses, and to negotiate with such vendors over the terms of their response.

DSHA may request additional information or clarification from proposers during the evaluation process.

### **PAYMENT TERMS**

Payments for the marketing plan will be based upon the submission of detailed invoices for work completed.

### **CONTRACT AWARD**

The contract is expected to be awarded no later than July 1, 2013.

The term of the contract shall be July 1, 2013 through June 30, 2014.

The Authority reserves the right to award a contract based solely on the proposals or to negotiate further with one or more offerors. The proposer selected will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of lowest price.

The proposer agrees, if successful, to execute a contract within ten (10) days after Notice of Award. No contract may be assigned, either in whole or in part, without the prior approval of DSHA.

The price quoted in the proposal must be firm and not subject to change by the proposer for 60 days from the date of proposal opening. The price shall represent the total cost to DSHA including direct, indirect, and out-of-pocket costs.

The basis for all proposed costs shall be provided.

Minority Business Enterprise (MBE), Women-Owned Business Enterprises (WBE), and Veteran Business Enterprises (VBE) are encouraged to apply. Equal Opportunity Employer/Equal Housing Opportunity.

**Any questions concerning proposal submissions and technical and creative aspects should be directed in writing to Christina Hardin, Chief of Community Relations, via the Community Relations' Marketing forum at [www.destatehousing.com/forum](http://www.destatehousing.com/forum). All questions and responses will be posted under the same forum and at <http://www.bids.delaware.gov>.**

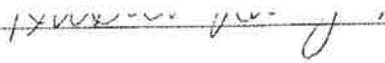
DELAWARE STATE HOUSING AUTHORITY  
PROPOSER WARRANTIES

The proposer certifies that it will provide all services as set forth in this Request for Proposal, and that it will not delegate or subcontract its responsibilities without the prior written permission of the Delaware State Housing Authority.

The proposer warrants that it is licensed to do business in the State of Delaware.

The proposer warrants that all information provided by it in connection with this proposal is true and accurate.

*Original on File*

Signature of Official. 

Name (typed): Kristin Lang Miller

Title: Senior Media Consultant

Firm: Delmarva Broadcasting Company

Address: 1666 Blairs Pond Road, Milford, Delaware 19963

Date: June 19<sup>th</sup>, 2013

ASSURANCES AND UNDERSTANDINGS FOR NON-FEDERAL CONTRACTS

1. Personnel.

a. The CONTRACTOR represents that it has, or will secure at his own expense, all personnel required in performing the services under this Contract.

b. All of the services required hereunder will be performed by the CONTRACTOR or under the CONTRACTOR'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DSHA.

d. CONTRACTOR represents that the CONTRACTOR is licensed to do business in the State of Delaware ("State"), has Workmen's Compensation as required by law, and has public liability insurance in a reasonable amount.

2. Payments

a. The rights and obligations of each party to this Contract shall not be effective and no party shall be bound by the terms of this Contract unless and until each party has executed the agreement.

b. The CONTRACTOR will be responsible for all fees and costs that are incurred in excess of the Total Cost of this Contract.

c. If sufficient funds are not appropriated by the Delaware General Assembly or other appropriate Federal or State agency to sustain, in whole or in part, DSHA's performance under this Contract, or if such appropriation is reduced such that its amount is insufficient to sustain said performance, this Contract shall be terminated by DSHA.

3. Assurances. The CONTRACTOR hereby assures and certifies that:

a. It possesses legal authority to enter into this Contract.

b. The CONTRACTOR represents that it is duly licensed under applicable law to perform the services contemplated by this Contract.

4. Assignability/Subcontracting of Work.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DSHA.

5. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

The CONTRACTOR represents that it has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach of violation of this provision, DSHA shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

6. Venue.

Any suit, action, or proceeding against any of the parties hereto arising out of or relating to this Contract shall be brought exclusively in the Superior Court of the State of Delaware, the Court of Chancery of the State of Delaware, the Court of Common Pleas of the State of Delaware, or the United States District Court for the District of Delaware as any party hereto may elect, and each party hereto irrevocably submits to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

7. Governing Law.

This Contract shall be construed and governed in accordance with Delaware law, without regard to conflicts of law principles.

8. Entire Agreement

This instrument contains the entire and only agreement between the parties hereto, and no oral statements or representations or prior written matter not herein contained shall have any force and effect.

9. Captions

Captions contained in this Contract are inserted for convenience of reference only and in no way define, limit, extend or describe the scope of this Contract or the intent of any provision hereof.

10. Number: Gender.

All terms which denote number or gender shall be deemed to include such other number or gender as shall be appropriate in context.

11. Waivers.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Contract shall be deemed a waiver of a breach of any other provision of this Contract or a consent to any subsequent breach of the same or any other provision.

12. Partial Invalidity.

If for any reason any provision of this Contract shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of this Contract shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall be enforceable and enforced.

13. Binding Effect.

This Contract will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties as the case may be.

14. Counterparts.

This Contract may be executed in one or more original, photocopied and telecopied counterparts, and all executed counterparts shall be deemed to be one and the same instrument.

15. Confidentiality

Findings Confidential. Any reports, information, findings, data, etc. whether oral or written, which is supplied to, available to, or assembled by the CONTRACTOR pursuant to or related to this Contract is referred to, and defined herein, as "Confidential Information."

CONTRACTOR covenants and agrees to hold in trust and confidence all Confidential Information and agrees not to disclose the Confidential Information to any third party.

CONTRACTOR shall notify DSHA within 24 hours of any request by a third party to disclose any Confidential Information so that DSHA may seek appropriate relief by court order or waive compliance with the provisions of this paragraph.

The breach of this provision will be deemed a material breach of this Contract entitling DSHA to terminate this Contract without liability therefore and/or seek damages from the CONTRACTOR for breach thereof.

Notwithstanding the above, the CONTRACTOR understands and agrees with any Confidential Information in the possession of DSHA may be subject to the Delaware Freedom of Information Act. The CONTRACTOR further understands and agrees that DSHA, in its sole discretion, may release any Confidential Information, even in the absence of a specific request pursuant to Delaware's Freedom of Information Act.

#### 16. Intellectual Property

All equipment, documents, memoranda, reports, records, files, materials, samples, books, correspondence, lots, computer software, other written and graphic records, and the like (collectively, the "Materials"), affecting or relating to the business of DSHA, which CONTRACTOR shall prepare, use, construct, observe, possess or control (excluding, however, any Materials which CONTRACTOR brought to DSHA and CONTRACTOR'S form files) shall be and remain DSHA's exclusive property or in DSHA's exclusive custody, and must not be removed from the premises of DSHA or given to any person or entity except as directed by DSHA in writing. Promptly upon termination of this Contract for any reason, or completion of the tasks or duties assigned pursuant hereto, the Materials, any information and all copies thereof in the custody or control of CONTRACTOR shall be delivered promptly to DSHA. CONTRACTOR acknowledges that all documents and equipment relating to the business of DSHA in addition to all information and materials, whether prepared by CONTRACTOR or otherwise coming into CONTRACTOR'S possession, are owned by and constitute the exclusive property of DSHA or in DSHA's exclusive custody, and all such documents and equipment must not be removed from the premises of DSHA except as directed by DSHA in writing.

#### 17. Termination for Cause

Either party may terminate this Contract for cause by providing 15 calendar days notice.

DSHA and the CONTRACTOR have executed this contract as of 30th day of August 2013.

Delmarva Broadcasting Company  
**Original on File**

By: [Signature]

Title: General Manager

Attest: \_\_\_\_\_

DELAWARE STATE HOUSING AUTHORITY  
**Original on File**

By: [Signature]

Title: Director

Attest: \_\_\_\_\_

DSHA CONTRACT NO.: 14133112

An agreement between the Delaware State Housing Authority (DSHA) and Clear Channel Broadcasting (CONTRACTOR) (this "Contract").

1. Effective Date

Contract will commence on September 9, 2013 and be completed no later than September 8, 2014.

2. Total Cost

Shall not exceed Fifty-Seven Thousand Four Hundred Sixty 00/100 (\$57,460.00), the (Total Cost).

3. Purpose of Contract:

Radio/Internet Advertising Campaign to promote DSHA Programs and Partners.

4. Scope of Services

CONTRACTOR shall perform all necessary services as identified in Attachment A.

5. Payment

CONTRACTOR to be reimbursed after submission of detailed invoice of materials supplied and work completed.

6. Written Amendment

Required for any material change in contract. No amendment, modification, or termination of this contract shall be effective unless in writing and duly executed by DSHA. Pursuant to Title 29, Subsection 6904(f), DSHA may extend or change other terms and conditions of the original contract due to changed or unforeseen conditions without a new procurement being required.

7. Termination

For contracts where federal funds are utilized, the termination provisions contained in Attachment C shall prevail over the provisions in Attachment B.

8. Incorporation

This contract incorporates the provisions of Attachment A X, and Attachment B X, and/or the provisions of Attachment C     are incorporated as indicated.

## SCOPE OF SERVICES

In accordance with the specifications identified in the attached proposal and those contained herein, Clear Channel Broadcasting (CCB) will be responsible for providing radio broadcasting and internet advertising services as identified in the attached proposal in order to promote Delaware State Housing Authority (DSHA), its programs, and partners, and enhance the exposure of (DSHA) to its target audiences in Kent, Sussex, and New Castle Counties.

For the purposes of this contract, Clear Channel Broadcasting will broadcast advertisements on the following stations: WSDS, WRDX, WILM, WDOV, WWTX, IDSD, IRDX, IILM, IDOV, IWTX

Clear Channel Broadcasting shall provide the following:

Clear Channel Broadcasting will run (260) - 60 second radio broadcast / internet streaming commercials per each radio station listed above over the course of fifty two (52) weeks. There will be a total number of 2,600 commercial spots run during the course of this contract. All commercial spots run will be in accordance with the specifications identified herein.

The total contract cost is \$57,460.00. Clear Channel Broadcasting shall invoice DSHA \$ 4,788.33 per month for the first eleven (11) months of the contract period with the final installment invoiced in the amount of \$ 4,788.37.

Clear Channel Broadcasting may provide DSHA with a share of unsold inventory with commercials run at advantageous schedules to maximize exposure to listeners.

Commercial advertisement spots may be read by on-air personalities of Clear Channel Broadcasting, or may be produced by DSHA or Clear Channel Broadcasting.

All commercial advertisement spots produced by Clear Channel Broadcasting will need prior approval of DSHA before airing or streaming on any radio or internet radio station.

This contract may be extended for two (2) additional one (1) year periods under the same terms, conditions, and price. Any proposed changes after the initial contract period must be mutually agreed upon by in advance by both parties.

Clear Channel Broadcasting will provide DSHA with monthly invoices inclusive of affidavits of performance indicating the topic, time, date, cost and station of each commercial run. All invoices received should clearly identify the particular DSHA campaign each commercial spot is associated with, as payment is based on pre-determined funding sources.

# PROPOSAL FOR DELAWARE STATE HOUSING AUTHORITY

MARKET	DAYPART	START DATE	END DATE	# OF WEEKS	M	T	W	T	F	S	S	SPOTS WEEK	SPOT LENGTH	SPOTS ORDERED	RATE	TOTAL \$\$\$ PER STATION
WDSB	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 82.00	\$ 21,320.00
WRDX	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 42.00	\$ 10,920.00
WILM	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 37.00	\$ 9,620.00
WDOV	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 22.00	\$ 5,720.00
WWTX	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 20.00	\$ 5,200.00
IDSD	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 6.00	\$ 1,560.00
IRDX	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 4.00	\$ 1,040.00
ILM	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 4.00	\$ 1,040.00
IDOV	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 2.00	\$ 520.00
IWTX	6AM-7PM			52	X	X	X	X	X	X		5	60	260	\$ 2.00	\$ 520.00

TOTALS FOR MARKET TOTAL SPOTS: 260 GROSS AMOUNT \$57460

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

CONTRACT START DATE WILL BE DETERMINED BY DELAWARE STATE HOUSING AUTHORITY AND IS VALID FOR ANY 52 WEEK PERIOD



REQUEST FOR PROPOSALS - RADIO BROADCAST/ INTERNET RADIO ADVERTISING  
FOR DELAWARE STATE HOUSING AUTHORITY PROGRAMS

Delaware State Housing Authority  
18 The Green  
Dover, DE 19901  
(302) 739-4263 • (888) 363-8808  
Contact: Christina Hardin  
Chief, Community Relations  
[Christina@destatehousing.com](mailto:Christina@destatehousing.com)  
[www.DESateHousing.com](http://www.DESateHousing.com)

**INTRODUCTION**

The Delaware State Housing Authority (DSHA) was created in 1968 as a public corporation and became an independent authority in the Executive Department in 1998, with its Director reporting to the Governor as a member of the Cabinet.

The mission of the Delaware State Housing Authority (DSHA) is to efficiently provide, and assist others to provide, quality, affordable housing opportunities and appropriate supportive services to responsible low- and moderate-income Delawareans.

In addition to its role as the State's Housing Finance Agency, DSHA is unique in that it also serves as a Public Housing Authority and acts as a Community Development and Planning Agency. As a Public Housing Authority, DSHA receives funding from HUD to build, own, and operate public housing in Kent and Sussex counties, two of Delaware's three counties. As such, DSHA provides a wide variety of services to a broad scope of consumers.

**PURPOSE**

DSHA is requesting proposal(s) from qualified radio / Internet radio broadcast providers for the purposes of radio / Internet radio advertising or underwriting in order to promote Delaware State Housing Authority, its programs and partners, and to enhance the exposure of DSHA to its target audience of decision makers, as well as traditionally underserved populations, throughout New Castle, Kent, and Sussex Counties.

## **SCOPE OF WORK**

The proposal should outline for the following:

- Objectives for achieving maximum exposure in the capital area to the target audience of employers and business executives.
- Demographics for offerors' delivery area, specifically highlighting its ability to reach potential homebuyers within DSHA's eligibility criteria.
- Format of station(s), specifically highlighting listener demographics, and highlighting news/talk programming.
- Format of ads indicating if ads are read by announcers, traditional :30 and :60 spots, "generously supported by/sponsored by," etc.
- General schedule of when the ads/underwriting will run (morning, evening, weekdays, weekends).
- Unique ideas for appropriate programming or relevant ways to highlight DSHA programs and services for our customers.
- All associated production costs.

The proposal should provide outlines for running air times for a buy of:

- \$1,000
- \$2,500
- \$5,000
- Or any applicable bundle special pricing/rates

Proposals from a broadcasting company that owns multiple stations should include ALL relevant and appropriate stations as a part of one proposal with budget levels serving as a total cost among all stations. The successful proposer(s) will be required to receive approval by the DSHA on all finished products.

## **PERFORMANCE STANDARD**

If selected, the proposer(s) will respond to all concerns and/or issues brought to its attention by DSHA within two (2) business days or less.

The specifications contained in the RFP shall be considered as clear and complete unless written attention is called to any apparent discrepancy or omission thereof before opening of proposals. The Proposer agrees that any estimates as stated in the RFP are only to provide a uniform basis for comparison of proposals and are not represented to be accurate. Such estimates shall not be considered a binding feature of any contract nor in any other way to determine a liability against the Delaware State Housing Authority.

## **SUBCONTRACTING**

Offerors submitting proposals are encouraged to consider subcontracting portions of the engagement to small businesses owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact, and the name of the proposed

subcontracting firms, must be clearly identified in the proposal. Following the award of the contract, no additional subcontracting will be allowed without consent of the Authority.

## **SUBMISSION OF PROPOSALS**

Each proposal must contain: 1) a complete outline of all items requested and described in the attached Scope of Work, to include proposed costs as requested; 2) three business references for similar projects completed; 3) a description of any work to be subcontracted; 4) signed proposer warranties; and, 5) four copies of the completed proposal.

The proposal must include a description of the vendors' technical qualifications.

Proposals must also include:

- 1) Evidence of a Delaware Business license or evidence of an application to obtain a Delaware business license;
- 2) Evidence of Professional liability insurance coverage in the amount of \$1,000,000.

Proposals must be submitted in a sealed envelope labeled "Proposal for DSHA Radio / Internet Radio Advertising", and must be received at Delaware State Housing Authority, 18 The Green, Dover, DE 19901, no later than 2:00 PM, Wednesday, June 19, 2013. Proposals will be opened and evaluated in private.

Questions concerning proposal submissions, technical, and creative aspects should be directed in writing to Christina Hardin, Chief of Community Relations, via the Community Relations' Marketing forum at [www.destatehousing.com/forum](http://www.destatehousing.com/forum). All questions and written responses will be posted under the same forum and also at <http://www.bids.delaware.gov>.

There is no expressed or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

The Authority reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.

The proposer certifies by submission of a proposal that it is not a debarred, suspended, or ineligible contractor by any Agency of Federal or State government. (No proposal received from a debarred, suspended, or ineligible contractor will qualify for an award.)

The Delaware State Housing Authority reserves the right to reject any and all proposals, to accept or reject any part of any proposal, or to waive informalities and minor irregularities in the proposals. Proposals which contain erasures, alterations, conditional bids, omissions, or irregularities may be rejected.

### **CRITERIA FOR SELECTION**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the evaluation team to evaluate proposals:

<u>Criteria</u>	<u>Weight</u>
Meets mandatory RFP provisions	pass/fail
1) Methodology expressed to fit needs expressed in the RFP	20
2) Experience and qualifications in public relations & marketing activities	20
3) Adequacy of work plan and schedules	20
4) Cost proposal	20
5) Location and availability of staff for response	20

A maximum of 100 points is possible:

DSHA intends to interview, at its discretion, such vendors as it chooses, and to negotiate with such vendors over the terms of their response.

DSHA may request additional information or clarification from proposers during the evaluation process.

### **PAYMENT TERMS**

Payments for the marketing plan will be based upon the submission of detailed invoices for work completed.

### **CONTRACT AWARD**

The contract is expected to be awarded no later than July 1, 2013.

The term of the contract shall be July 1, 2013 through June 30, 2014.

The Authority reserves the right to award a contract based solely on the proposals or to negotiate further with one or more offerors. The proposer selected will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of lowest price.

The proposer agrees, if successful, to execute a contract within ten (10) days after Notice of Award. No contract may be assigned, either in whole or in part, without the prior approval of DSHA.

The price quoted in the proposal must be firm and not subject to change by the proposer for 60 days from the date of proposal opening. The price shall represent the total cost to DSHA including direct, indirect, and out-of-pocket costs.

The basis for all proposed costs shall be provided.

Minority Business Enterprise (MBE), Women-Owned Business Enterprises (WBE), and Veteran Business Enterprises (VBE) are encouraged to apply. Equal Opportunity Employer/Equal Housing Opportunity.

**Any questions concerning proposal submissions and technical and creative aspects should be directed in writing to Christina Hardin, Chief of Community Relations, via the Community Relations' Marketing forum at [www.destatehousing.com/forum](http://www.destatehousing.com/forum). All questions and responses will be posted under the same forum and at <http://www.bids.delaware.gov>.**

DELAWARE STATE HOUSING AUTHORITY

PROPOSER WARRANTIES

The proposer certifies that it will provide all services as set forth in this Request for Proposal, and that it will not delegate or subcontract its responsibilities without the prior written permission of the Delaware State Housing Authority.

The proposer warrants that it is licensed to do business in the State of Delaware.

The proposer warrants that all information provided by it in connection with this proposal is true and accurate.

## Original on File

Signature of Official: \_\_\_\_\_

Name (typed): NICO JOHNS

Title: SENIOR ACCOUNT EXECUTIVE

Firm: CLEAN CHANNEL MEDIA & ENTERTAINMENT

Address: 1575 MCKEE RD SUITE 202

DOVER DE 19904

Date: 6/19/2013

ASSURANCES AND UNDERSTANDINGS FOR NON-FEDERAL CONTRACTS

1. Personnel.

a. The CONTRACTOR represents that it has, or will secure at his own expense, all personnel required in performing the services under this Contract.

b. All of the services required hereunder will be performed by the CONTRACTOR or under the CONTRACTOR'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of DSHA.

d. CONTRACTOR represents that the CONTRACTOR is licensed to do business in the State of Delaware ("State"), has Workmen's Compensation as required by law, and has public liability insurance in a reasonable amount.

2. Payments

a. The rights and obligations of each party to this Contract shall not be effective and no party shall be bound by the terms of this Contract unless and until each party has executed the agreement.

b. The CONTRACTOR will be responsible for all fees and costs that are incurred in excess of the Total Cost of this Contract.

c. If sufficient funds are not appropriated by the Delaware General Assembly or other appropriate Federal or State agency to sustain, in whole or in part, DSHA's performance under this Contract, or if such appropriation is reduced such that its amount is insufficient to sustain said performance, this Contract shall be terminated by DSHA.

3. Assurances. The CONTRACTOR hereby assures and certifies that:

a. It possesses legal authority to enter into this Contract.

b. The CONTRACTOR represents that it is duly licensed under applicable law to perform the services contemplated by this Contract.

4. Assignability/Subcontracting of Work.

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of DSHA.

5. Interest of CONTRACTOR.

The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed.

The CONTRACTOR represents that it has not employed or retained any company or person, other than a bona fide employee working primarily for the firm offering professional services to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For the breach of violation of this provision, DSHA shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

6. Venue.

Any suit, action, or proceeding against any of the parties hereto arising out of or relating to this Contract shall be brought exclusively in the Superior Court of the State of Delaware, the Court of Chancery of the State of Delaware, the Court of Common Pleas of the State of Delaware, or the United States District Court for the District of Delaware as any party hereto may elect, and each party hereto irrevocably submits to the jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

7. Governing Law.

This Contract shall be construed and governed in accordance with Delaware law, without regard to conflicts of law principles.

8. Entire Agreement

This instrument contains the entire and only agreement between the parties hereto, and no oral statements or representations or prior written matter not herein contained shall have any force and effect.

9. Captions

Captions contained in this Contract are inserted for convenience of reference only and in no way define, limit, extend or describe the scope of this Contract or the intent of any provision hereof.

10. Number; Gender.

All terms which denote number or gender shall be deemed to include such other number or gender as shall be appropriate in context.

11. Waivers.

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Contract shall be deemed a waiver of a breach of any other provision of this Contract or a consent to any subsequent breach of the same or any other provision.

12. Partial Invalidity.

If for any reason any provision of this Contract shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of this Contract shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law, and, in its modified form, such provision shall be enforceable and enforced.

13. Binding Effect.

This Contract will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties as the case may be.

14. Counterparts.

This Contract may be executed in one or more original, photocopied and telecopied counterparts, and all executed counterparts shall be deemed to be one and the same instrument.

15. Confidentiality

Findings Confidential. Any reports, information, findings, data, etc. whether oral or written, which is supplied to, available to, or assembled by the CONTRACTOR pursuant to or related to this Contract is referred to, and defined herein, as "Confidential Information."

CONTRACTOR covenants and agrees to hold in trust and confidence all Confidential Information and agrees not to disclose the Confidential Information to any third party.

CONTRACTOR shall notify DSHA within 24 hours of any request by a third party to disclose any Confidential Information so that DSHA may seek appropriate relief by court order or waive compliance with the provisions of this paragraph.

The breach of this provision will be deemed a material breach of this Contract entitling DSHA to terminate this Contract without liability therefore and/or seek damages from the CONTRACTOR for breach thereof.

Notwithstanding the above, the CONTRACTOR understands and agrees with any Confidential Information in the possession of DSHA may be subject to the Delaware Freedom of Information Act. The CONTRACTOR further understands and agrees that DSHA, in its sole discretion, may release any Confidential Information, even in the absence of a specific request pursuant to Delaware's Freedom of Information Act.

#### 16. Intellectual Property

All equipment, documents, memoranda, reports, records, files, materials, samples, books, correspondence, lots, computer software, other written and graphic records, and the like (collectively, the "Materials"), affecting or relating to the business of DSHA, which CONTRACTOR shall prepare, use, construct, observe, possess or control (excluding, however, any Materials which CONTRACTOR brought to DSHA and CONTRACTOR'S form files) shall be and remain DSHA's exclusive property or in DSHA's exclusive custody, and must not be removed from the premises of DSHA or given to any person or entity except as directed by DSHA in writing. Promptly upon termination of this Contract for any reason, or completion of the tasks or duties assigned pursuant hereto, the Materials, any information and all copies thereof in the custody or control of CONTRACTOR shall be delivered promptly to DSHA. CONTRACTOR acknowledges that all documents and equipment relating to the business of DSHA in addition to all information and materials, whether prepared by CONTRACTOR or otherwise coming into CONTRACTOR'S possession, are owned by and constitute the exclusive property of DSHA or in DSHA's exclusive custody, and all such documents and equipment must not be removed from the premises of DSHA except as directed by DSHA in writing.

#### 17. Termination for Cause

Either party may terminate this Contract for cause by providing 15 calendar days notice.

DSHA and the CONTRACTOR have executed this contract as of 30th day of August 2013.

Clear Channel Broadcasting

DELAWARE STATE HOUSING AUTHORITY

By: Original on File

By: Original on File

Title: LSM

Title: Director

Attest: Original on File

Attest: \_\_\_\_\_